

# **EXHIBIT H**

**Jason R. Mullis**

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**From:** ps@strojnik.com  
**Sent:** Tuesday, June 16, 2015 9:14 PM  
**To:** Jason R. Mullis  
**Cc:** Eddie Pantiliat  
**Subject:** RE: Settlement Agreement

Counsel, I am not here to argue, I am here to fix. The best way to proceed, then, is for your clients and you to execute the Settlement Agreement. This should take 24 hours.

Let's get this done.

Cordially Yours,

Peter Strojnik  
STROJNIK, P.C.  
2415 East Camelback Road Suite 700  
Phoenix, Arizona 85016  
Telephone: 602-524-6602  
Facsimile: 602-296-0135  
e-mail ps@strojnik.com

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----- Original Message -----

**Subject:** Re: Settlement Agreement  
**From:** "Jason R. Mullis" <JMullis@wshblaw.com>  
**Date:** Tue, June 16, 2015 8:58 pm  
**To:** "ps@strojnik.com" <ps@strojnik.com>  
**Cc:** Eddie Pantiliat <EAP@legalcounselors.com>

With respect to timing of payment, your information is wrong. They won't even process payment until they receive a signed agreement. Then they require funds to be processed through our trust account before dispersal and won't permit checks to be cut directly to a plaintiff. Thirty days is a minimum from receipt of a signed agreement.

Sent from my iPhone

On Jun 16, 2015, at 8:53 PM, "ps@strojnik.com" <ps@strojnik.com> wrote:

Thank you for the draft. Please review my redlined changes.

I agree that there should be no more publicity.

I have mainly two issues: First, I know from personal experience that Farmers can have the check(s) to you within a couple of days, so the 60 day payment period is unreasonable. Settlements are usually paid withi 10-14 days from the date of settlement,

in our case June 6, 2015. In my redlines I propose a date certain when the payment is to be made.

The second issue is the liquidated damages issue. In my view there is no need for a liquidated damages provision. Damages are already covered by old Para 14, new Para 13. In addition, liquidated damages provisions have the unfortunate effect of having both parties looking for a sliver of breach as, for example, someone says "Yes, we settled and we are happy with the settlement", and the suing under the liquidated damages provisions.

Lastly, I attach a proposed stipulation for the entry of judgment and the proposed order.

Cordially Yours,

Peter Strojnik  
STROJNIK, P.C.  
2415 East Camelback Road Suite 700  
Phoenix, Arizona 85016  
Telephone: 602-524-6602  
Facsimile: 602-296-0135  
e-mail ps@strojnik.com

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----- Original Message -----

Subject: Settlement Agreement  
From: Eddie Pantiliat <EAP@legalcounselors.com>  
Date: Tue, June 16, 2015 4:25 pm  
To: "ps@strojnik.com" <ps@strojnik.com>  
Cc: "Jason R. Mullis (JMullis@wshblaw.com)" <JMullis@wshblaw.com>

Hello Peter,

Here is the Settlement Agreement approved by us and the carrier. As you can see, it is imperative that Amy not create any more publicity related to this matter and certain necessary provisions have been included to assure that certainty and we consider them material terms to the Settlement.

Thank you.

<image001.jpg>  
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